

## **Clause 1**

An agreement made on  
between  
of  
(hereinafter referred to as 'the Commissioner')  
and  
of  
(hereinafter referred to as 'the Arranger')  
whereby the Arranger undertakes to make an arrangement of

(hereinafter referred to as 'the Commission')

and:

the Commissioner undertakes to pay an amount not less than the Musicians' Union/MWS general rates for the arrangement hereby commissioned

or

the Commissioner undertakes to pay an amount of £ (plus VAT if applicable) such amount being not less than the Musicians' Union/MWS general rates at the time of this agreement.

(Tick (1) or (2) as necessary)

## **Clause 2 – Uses**

Under this agreement the arrangement is provided and the Commissioner acquires the use of the parts in respect of the production title for a single primary use selected from the following menu:

Any subsequent use is subject to further negotiation with the Arranger.

Commercial retail audio	Staged theatre production
Radio production	Advertising jingle
Television production	Library music
Commercial retail video/DVD	Computer game
Cinema film (including soundtrack album, video/DVD and television rights)	Other
Live performance	

(Tick as applicable to indicate which use/uses are to be purchased)

### **Clause 3**

Further uses beyond those contracted are precluded without the further written consent of the Arranger and agreement on further use fees.

### **Clause 4**

In the event of the Commissioner requiring a further adaption of the arrangement hereby commissioned the Arranger shall have the first option to undertake such alterations and/or additions.

### **Clause 5**

The Commissioner shall own the property in the manuscript of the arrangement for the specified use in Clause 2 above. Subject to the reasonable requirements of the Commissioner the Arranger shall have access to the manuscript for reference or copying.

### **Clause 6**

The Arranger undertakes to deliver the arrangement in document format on or before and the Commissioner undertakes to make full payment in accordance with Clause 1 above on receipt of invoice.

### **Clause 7**

The Commissioner undertakes to obtain all licences and consents necessary for the Arranger to fulfil the Commission and fully indemnifies the Arranger in respect of any claims.

### **Clause 8**

The Arranger retains the copyright in the arrangement hereby commissioned and hereby asserts the right to be identified as author thereof.

### **Clause 9**

The Commissioner undertakes to use all reasonable endeavours to ensure that credit is given as follows:  
Arranged by as appropriate to the format: (i) on screen for broadcast or theatrical work; (ii) on product packaging for all commercially distributed work, and (iii) on programme publicity material for live engagements.

Signed by the Commissioner

Signed by the Arranger